

Exhibit U

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF COLORADO

3 Case No. 19-cv-874-RBJ-MEH

4 WARNER RECORDS, INC., et al.,

5 Plaintiffs,

6 vs.

7 CHARTER COMMUNICATIONS, INC.,

8 Defendant.

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10 Proceedings before MICHAEL E. HEGARTY, United
11 States Magistrate Judge, United States District Court for the
12 District of Colorado, and REGINA M. RODRIGUEZ,
13 Court-Appointed Special Master, commencing at 9:18 a.m.,
14 February 23, 2021, in the United States Courthouse, Denver,
15 Colorado.

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17 WHEREUPON, THE ELECTRONICALLY RECORDED PROCEEDINGS ARE HEREIN
18 TYPOGRAPHICALLY TRANSCRIBED. . .

19 APPEARANCES

20 JONATHAN M. SPERLING, JEFFREY M. GOULD, SHIRA
21 POLIAK, MATTHEW J. OPPENHEIM, ALEX KAPLAN, STACEY GRIGSBY,
22 ANDERS LIDEROT, J. HARDER EHLERS, Attorneys at Law, appearing
23 for the Plaintiffs.

24
25 IN COURT HEARING: UNRESOLVED DISCOVERY DISPUTES

1 that is getting blended and confused that is critical to
2 understand.

3 And that is, on the one hand, Your Honors, between
4 the 2012 to 2015 notice program -- 2012 to 2015 notice
5 program, on the one hand, and the 2016 efforts undertaken in
6 anticipation of litigation, the two projects are both
7 involved in this case, but they were separate projects with a
8 distinct delineation between them. And it's important Your
9 Honors under that distinction.

10 And so if you'll listen, I would like to explain
11 how this narrative unfolds.

12 From 2012 to 2015 the IRAA, through MarkMonitor,
13 detected infringement on peer-to-peer networks and sent
14 infringement notices to Charter and other ISPs. The
15 purpose -- this is really important. The purpose of the
16 notice program was to provide notice, to provide notice to
17 Charter of specific instances of infringement by subscribers
18 on its network. Because only Charter knows who those
19 subscribers are and only Charter could do something about it
20 by informing them and working with them to stop further
21 infringements. The 2012 to 2015, a notice program.

22 They did this -- this was not a litigation program.
23 They did this. But with MarkMonitor, there were two
24 fundamental important parts of the monitoring and detection
25 system. Two pieces.

1 MR. GOULD: First of all, Your Honor --

2 MR. SPERLING: We didn't produce it, Your Honor.

3 Okay, sorry.

4 THE COURT: Okay.

5 MR. GOULD: But, first of all, Your Honors, that
6 was in a MarkMonitor privilege log, (inaudible) privilege
7 log. It was 30-or-so entries long. So this notion of
8 unscrambling is -- I'm not sure.

9 But in any event --

10 THE COURT: Well, wait a second. I want to make
11 sure we're talking about the same thing. No one -- no one
12 who is listening to me now assisted MarkMonitor in producing
13 that log?

14 MR. GOULD: Correct. I had some discussions with
15 MarkMonitor about the nature of the information but some of
16 those are on plaintiffs' privileged. I did not produce a
17 log.

18 THE COURT: And they didn't give it to you to look
19 at first before they produced it?

20 MR. GOULD: I looked -- I looked at pieces of it,
21 yes.

22 THE COURT: Okay.

23 MR. GOULD: Third, there is a lot talk about
24 Audible Magic as a trial witness. Audible Magic did not
25 testify (inaudible - voice drops). And, Your Honor, the

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1 TRANSCRIBER'S CERTIFICATION

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5 above-entitled matter.

6

7 /s/ Dyann Labo March 1, 2021

8 Signature of Transcriber Date

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